



Department of General Services
Office of Procurement
707 3rd Street, 2nd Floor
West Sacramento, CA 95605

**STATE OF CALIFORNIA
MASTER SERVICE AGREEMENT**

USER'S INSTRUCTIONS

SUPPLEMENT 2

CONTRACT NO.'S:	5-07-99-01 THROUGH 5-07-99-10
CONTRACTORS:	VARIOUS
SERVICE:	CERTIFIED SHORTHAND REPORTERS AND OTHER ASSOCIATED SERVICES
CONTRACT TERM:	MARCH 15, 2007 THROUGH MARCH 14, 2010
DISTRIBUTION LIST:	http://www.pd.dgs.ca.gov/masters/shorthand
DATE OF THIS SUPPLEMENT:	MAY 16, 2007

This supplement is being issued to:

1. To change the name of the Department Contact and
2. To add the small business designation to the ranking chart for those companies who are certified as Small Businesses (page 19 of User Instructions).

____ ORIGINAL SIGNATURE ON FILE ____ Date 05/16/07
Skip Ellsworth,
Manager Multiple Awards Program Section

Certified Shorthand Reporter & Other Associated Services
User Instructions

TABLE OF CONTENTS

1. INTRODUCTION.....	PAGE 3
2. STATE OF CALIFORNIA, PROCUREMENT DIVISION CONTACT	PAGE 3
3. CONTRACT TERM.....	PAGE 3
4. DGS FEE.....	PAGE 3
5. DISTRICT LIST INFORMATION.....	PAGE 3
6. AGENCY REPORTING REQUIREMENTS.....	PAGE 4
7. ORDERING INFORMATION.....	PAGE 4
8. ORDER INITIATION.....	PAGE 5
9. ORDER PLACEMENT.....	PAGE 5
10. SCOPE OF SERVICES	
A. GENERAL.....	PAGE 6
B. REPORTING FOR WORK.....	PAGE 8
C. SUPPLIER STAFFING AND ORGANIZATION.....	PAGE 9
D. MAINTENANCE OF RECORDS.....	PAGE 10
E. ADDITIONAL FEES.....	PAGE 10
F. ORDERING.....	PAGE 11
G. DEFINITIONS FOR PROFESSIONAL LEGAL SERVICES.....	PAGE 12
H. CONTRACTOR INVOICES.....	PAGE 13
I. BILLING OPTIONS.....	PAGE 13
J. INVOICES AND PAYMENTS.....	PAGE 13
K. CONTRACT ACTIVITY AND REPORTS.....	PAGE 13
L. FEDERAL DEBARMENT.....	PAGE 14
M. BONDS.....	PAGE 14
N. DISTRICT BREAKDOWN BY COUNTY.....	PAGE 15
O. RANKED LIST OF CONTRACTORS.....	PAGE 18
P. PRICE LISTS.....	PAGE 19
Q. CONTACTOR INFORMATION.....	PAGE 49
R. STANDARD AGREEMENT LINK.....	PAGE 50
S. GENERAL TERMS AND CONDITIONS LINK.....	PAGE 50
T. SPECIAL TERMS AND CONDITIONS.....	PAGE 50
U. BUDGET DETAIL PAYMENT PROVISIONS.....	PAGE 53
V. SPECIAL PROVISIONS.....	PAGE 54
W. AMERICANS WITH DISABILITIES.....	PAGE 54
MSA – CONTRACT PERFORMANCE REPORT.....	PAGE 56

Certified Shorthand Reporter & Other Associated Services
User Instructions

INTRODUCTION / CONTACTS / KEY ELEMENTS

1. INTRODUCTION

The Certified Shorthand Reporters and Other Associated Services Master Services Agreements (MSA) provide State and local government agencies with an opportunity to acquire these services quickly and easily. Section O of these User Instructions lists services available by district. The MSA includes services and pricing offered by ten (10) reporting firms, eight of which are California certified Small Businesses (indicated on the list).

The State of California makes this MSA available to local governmental agencies; however, each local agency must determine that the use of this MSA is consistent with its procurement policies and regulations.

2. DEPARTMENT CONTACT

Joyce Griffin
707 3rd Street, 2nd Floor
West Sacramento, CA 95605
Phone: 916-375-4576 Fax: 916-375-4663
E-mail: joyce.griffin@dgs.ca.gov

3. CONTRACT TERM

Prices are effective from March 15, 2007 through March 14, 2010. This MSA also contains provision for two one-year optional extensions.

4. DEPARTMENT OF GENERAL SERVICES FEE

The Department of General Services (DGS) charges the users of this contract an administrative fee. The DGS administrative fee is a specified percentage of invoiced sales. DGS shall annually set the percentage for such administrative fee and shall notify the agencies of the percentage set each year.

See the Department of General Services, Fiscal Services web page at <http://www.ofs.dgs.ca.gov/price+book/p/purchasing.htm>. The DGS administrative fee is not included in the cost of the services provided on this contract. Local agencies must agree to the State's administrative fee. This fee will be billed directly to the agency by DGS.

5. DISTRICT LIST INFORMATION

The firms responded to the RFP by bidding within certain categories in specific districts. The twelve (12) districts are listed by counties in Section N. The firms must provide offered services within each district and category for which they are listed.

Certified Shorthand Reporter & Other Associated Services
User Instructions

6. AGENCY REPORTING REQUIREMENTS

- a) If a Contractor is either performing in an outstanding manner or if problems are encountered, agencies are encouraged to complete a State Agency MSA Contract Performance Report. Please send this report to the Department of General Services address above. The MSA Contract Performance Report can be found on page 56.
- b) Contract/Contractor Evaluation - Each agency must complete a Contract/Contractor Evaluation within 60 days of completion of the agency service order. If the performance by the Contractor was unsatisfactory, a copy of the Contract/Contractor Evaluation form must also be sent to Office of Legal Services. The following link has instructions for this process.

<http://www.documents.dgs.ca.gov/osp/pdf/std004.pdf>

7. ORDERING INFORMATION

Section O contains contractors listed by rank and service category, Section P contains the price sheets, and Section Q contains contractor information, including the contract number, the small business certification number (if applicable), and the federal identification number for each firm.

- a) State and qualified local government agencies shall request services from the list of awarded contractors which are ranked based on lowest cost.
- b) The request shall be to the rank 1 (lowest cost) awarded contractor for the requested services in the district the work is to be performed.
- c) If the requester does not get confirmation from the rank 1 contractor within 24 hours that they accept and can perform the contract satisfactorily, then the requester can contact the next ranked (2, then 3, then 4, etc.) contractor until they get the appropriate confirmation from the contractor.
- d) If a requester is not satisfied with the Contractor's performance, the requester shall submit an email to the DGS contact person stating the issues. If two such verified negative emails are received for the same Contractor within a 60 day period, said Contractor shall be suspended from the list of eligible vendors that can receive new orders via the MSA for a period of 60 days.
- e) State and/or local agency customers shall typically provide to the Contractor at least four (4) calendar days (96 hours) advance notice requesting reporter services. The Contractor shall make every effort to supply a reporter for services requested.
- f) CANCELLATIONS - If service is requested and accepted by a contractor then canceled by the requester, the following rates shall be paid:
 - 1. Cancellation more than 48 hours before the proceeding = no charges.
 - 2. Cancellation less than 48 hours but more than 24 hours before the proceeding = payment of one half of originally agreed upon appearance fee.
 - 3. Cancellation less than 24 hours before the proceeding = full payment of originally agreed upon appearance fee.
- h) Contractors shall provide Requesting Party with the following:

Certified Shorthand Reporter & Other Associated Services
User Instructions

1. Names, certifications (when applicable), and resumes of their staff.
2. Names of subcontracting firms, certification numbers, staff names and resumes of candidate reporters in their employ who may provide services.

8. ORDER INITIATION

A Standard Agreement (Std.213) should be used by State agencies. You may obtain a copy of the Std. 213 at the following link:

<http://www.ols.dgs.ca.gov/contracting+info/formsandinstructions.htm>.

Local agencies should use similar language on any form used in conjunction with this Master Service Agreement.

NOTE: If you place a telephone request for services, you must follow up and provide a Std. 213 to the reporting firm within ten working days of the telephone order.

The reporting firms must be informed that you are requesting their services through the use of this contract. Whether you telephone or immediately provide the Std. 213, you must indicate the contract number for the appropriate reporting firm.

The following information is requested to be given to the reporting firms, in any case:

1. Date of the hearing or deposition
2. Time
3. Location
4. Name of hearing officer or judge
5. Number of participants (if known)
6. Anticipated duration of hearing or deposition
7. Whether or not a transcript is required (if known)

If there is a copy of the Agency Notice For Request to Work, the information contained in that document will suffice. You can fax the Agency Notice For Request to Work to the firm. *However, this document does not take the place of the authorized Std. 213, which is still required.*

The ordering State agency or department must obtain approval from the DGS Office of Legal Services (OLS) if the agency service order amount exceeds \$50,000, unless the State agency has an OLS Exemption greater than \$50,000. Guidelines for Exemptions are in the State Contracting Manual, Sections 4.04 through 4.07.

9. ORDER PLACEMENT

Order placement and contract execution shall be on or before the expiration date of the Master Services Agreement (MSA). Delivery of the goods and/or services ordered must be completed within one (1) year after the MSA expiration date.

Certified Shorthand Reporter & Other Associated Services
User Instructions

10. SCOPE OF SERVICES

A. GENERAL

A1. Tape Recorded Hearings

Tape-recorded transcripts must adhere to the same terms and conditions applied to court reported transcripts.

A2. Real Time Reporting

The Contractor shall provide real time reporting, instantaneous computerized translation of the proceedings displayed on a monitor, upon request and indicate the type of equipment that will be used. Requestor shall specify exact needs under this process. The Contractor may be required to provide an equipment demonstration to determine ability to meet requirements.

Certified Real-Time Reporting services for the hearing impaired shall require developing a job dictionary prior to reporting the proceeding to ensure the greatest accuracy of Real-Time translation.

A3. Minimum Transcript Preparation Criteria

Transcripts shall be prepared in accordance with the following criteria pursuant to Division 24 of Title 16 of the California Code of Regulations, unless otherwise stated by the Requesting Party (customer):

1. A minimum of 25 text lines per page.
2. Five (5) space indent, including exhibit listings.
3. 1-1/2 inch margins (a minimum of 56 character spaces per line, time-stamping no fewer than 52).
4. Exhibits shall be maintained by the State and not released with the reporter.
5. The Title Page shall contain the case caption, case number, type of proceeding or hearing volume number, date, location of the proceeding, CSR's name and CSR number.
6. The Appearance Page shall list the name of the Administrative Law Judge or Hearing Officer presiding or names of hearing panel members, name(s) of party (ies) represented, name(s) and address (es) of representative(s).
7. The Witness Index shall identify witness, type of examination (i.e. direct, cross, redirect, re-cross or rebuttal), and page number at which each witness testifies; or identify speakers and page number at which each speaker testifies.
8. The Exhibit Index shall identify documents with enumeration and description, state the page in the transcript on which they were introduced and the page on which they were admitted.

Certified Shorthand Reporter & Other Associated Services User Instructions

9. The beginning time of the proceeding shall be noted at the top of the first page of text, and concluding time shall be noted on the last page after the last line of text.

A4. Critical Errors

The Contractor shall run spell check and edit transcripts for final review to eliminate critical errors that impact the credibility of the transcript to ensure examinations, witness and exhibit entries are thorough and accurate. In the event errors are not corrected, the Contractor shall send a letter of correction to all parties concerned within three days of receipt of notification. The Contract Administrator and/or customer shall determine whether a transcript is grossly deficient. Penalties may be assessed to the Contractor in an amount not to exceed the full cost to the customer of such transcript.

Critical Errors are defined as follows:

- a. Incorrect witness exams or exhibit entries;
- b. Incorrect text (including typographical errors);
- c. Missing text;
- d. Incorrect use of words, names or titles;
- e. Incorrect page numbering;
- f. Incorrect witness/exhibit indexes, etc., that impact the accuracy and credibility of the transcript.

This definition does not include differing styles of punctuation and capitalization that do not impact the credibility of the transcript. If a type of error is found that is not described above, the Contract Administrator and/or customer shall determine whether the error is critical or non-critical.

- A5. The Contractor must advise reporters of the time, location, and title of the case, while the reporter must advise the Contractor of the volume and page number of the case.
- A6. The Contractor must be able to supply reporter(s) in 72 hours notice or less in special circumstances.
- A7. The Contractor must advise reporters of required transcript format.
- A8. The Contractor must provide reporters with appropriate word processing templates necessary for transcript completion.
- A9. The Contractor shall review all final transcripts, including those of subcontractors, for identification and correction of critical errors, proper transcript format, volume and page numbers, index, and certificate page before forwarding to Requesting Party.

Certified Shorthand Reporter & Other Associated Services User Instructions

- A10. The Contractor shall review ASCII of jobs to confirm correct pagination within the ASCII.
- A11. The Contractor and its agents must adhere to transcript delivery instructions given by the Requesting Party. Refer to Requesting Party regarding delivery requests differing from original instructions.
- A12. The Contractor must have access to subcontractors' files and the ability to accomplish transcription to meet the customer's needs in the event the subcontractor is unavailable when transcripts are being ordered.
- A13. Transcript Production

Transcripts shall be delivered to the customer as requested on the order form (i.e. same day, next day, 3 to 5 working days, 6 to 10 working days, or 11 to 15 working days) from date of proceeding. Late transcripts shall be assessed a monetary late processing fee equal to 10% of the transcript value per day each late day, starting the first day after the original due date. The late processing fee shall be reflected on the invoice submitted to the State or the late processing fee may be subtracted from the invoice by the client agency. If it is not, the invoice error shall be reported to the DGS Contract Administrator for further action.

Transcripts shall be produced in current state of the art software, with latest Virus control software, upon request. Reporter shall deliver transcripts with the original and one copy to the customer.

- A14. The Contractor shall be responsible for billing. Invoices to Requesting Party shall include contract number, billing date, date of proceeding, proceeding number, invoice number, total pages billed, other items being billed such as ASCII disks and terms of delivery (e.g. same evening, next day, etc.). Each invoice must contain itemized and total billed costs. Late transcripts shall be assessed a monetary late processing fee equal to 10% of the transcript value per day each late day. The late processing fee shall be reflected on the invoice submitted to the State and subtracted from the amount due to the Contractor.

B. REPORTING FOR WORK

- B1. Reporters must arrive at the designated work location no later than 30 minutes prior to the job start time and remain until dismissed by the Administrative Law Judge or person presiding over the proceeding. Reporters shall provide the Administrative Law Judge or person presiding at the hearing or deposition, a business card, name of the Contractor they are representing and the estimated number of pages they reported that day on each case.
- B2. The DGS Contract Administrator will report to the Court Reporters' Board of California, any licensed reporter scheduled for work who fails to show up.
- B3. Reporters must be able to produce a final transcript by 7:00 p.m. the same evening upon request.
- B4. Reporters shall use a recording device for backup on difficult assignments.

Certified Shorthand Reporter & Other Associated Services User Instructions

B5. Reporters must be available to work after 5:00 p.m. with one day's notice.

B6. Reporters traveling a distance over 50 miles may claim expenses ONLY with prior approval from Requesting Party. The proper paperwork (State Travel Expense Claim [TEC] Form) must be completed, as specified by the Requestor, with appropriate receipts affixed for reimbursement.

C. SUPPLIER STAFFING AND ORGANIZATION

C1. Staffing

The Requesting Party shall specify level of expertise required for their needs. Contractors are required to have access to personnel with appropriate skills to perform the duties for each category awarded. Contract terms do not permit personnel substitution without prior approval of the Contract Administrator. However, personnel availability can be subject to change without notice; therefore, personnel substitutes shall possess equal or greater resume qualifications. Contractors shall submit resumes of the personnel that will perform under this contract with each purchase order. The Contractor shall identify certification and performance limitations of substitute personnel prior to the proceeding.

The State reserves the right to reject any proposed personnel at any time. Contractors must provide new resumes of personnel hired after proposal award to the DGS Contract Administrator and to the Requesting Agency. Resumes shall include the following information:

- a. Summary of similar work performed for each proposed service
- b. Copy of person's Certified Shorthand Reporter Certificate (as applicable)
- c. Copy of person's Certified Real-time Reporter Certificate (as applicable)
- d. Copy of person's Certified Electronic Court Reporter and Transcriber Certificate (as applicable)
- e. Type of shorthand reporting performed (i.e., hearing, deposition)
- f. Copy of Errors and Omissions Insurance policy

C2. Contractors must have a FAX machine available to receive and send faxes. Contractors shall also have a pager or cell phone to receive notice for last-minute calendar changes.

C3. The Contractor must have personnel available to answer the business phone or pager 8:30 to 5:00 Monday through Friday.

C4. The Contractor must have email and word processing capability (i.e., Word, Word Perfect).

D. MAINTENANCE OF RECORDS

D1. Record Maintenance And Retrieval

Contractors agree to maintain the security of all shorthand notes, records, tapes, transcripts and correspondence. Contractors shall retain all notes (e.g., paper,

Certified Shorthand Reporter & Other Associated Services

User Instructions

electronic tape and/or disk) for a minimum of seven years. Storage of said records must be maintained in a protected environment. Copies of electronic files must be stored in a separate backup facility.

The Contractor shall provide transcript, upon request, at any time during the seven-year period of note retention, regardless of whether the recording reporter is available. An order for a transcript can be placed via phone, U.S. mail, fax or electronic mail.

The requesting party shall define the delivery timeframe of the certified transcripts, signed original or duplicate original and one copy. The Contractor shall provide expedited transcript service upon request that may include the same or next day service.

D2. Transcript Ownership

State and local agency's ordering services under this contract maintain ownership of any transcripts prepared under this contract. Any transfer or sale of transcripts is strictly prohibited without the express written permission of the State or local agency.

D3. Transcript Confidentiality

Contractors and their agents performing under the terms of this contract shall be bound to strict confidentiality pertaining to hearing or deposition transcripts. Any violation discovered in this area shall be subject to legal action and/or contract termination.

E. ADDITIONAL FEES

E1. Appearance Fees

Appearance Fees are synonymous with "per diem" when referring to the fee paid to the reporter for the time spent reporting proceedings stenographically. This also refers to the fee paid to the reporter for appearing at proceedings where no services are rendered because the proceeding does not go forward.

Reporter services cancelled by the close of business (5:00 p.m.) the day prior to the scheduled proceeding shall not incur an Appearance Fee. Reporters shall be reimbursed for services cancelled on the day of the scheduled proceeding in half and full day increments pursuant to the rate proposal on the Cost Data Sheets in Section O. Contractors shall not bill for transcript fees unless ordered by the Requesting Party.

E2. Travel Expenses

Mileage, parking and hotel-related costs **MUST HAVE PRIOR APPROVAL** by the Requesting Party pursuant to current State or local agency per diem rules. These expenses must follow the guidelines listed below:

Certified Shorthand Reporter & Other Associated Services

User Instructions

- a. Mileage up to the current State rate may be paid if over 50 miles one way are traveled, and if it is agreed to by the Requesting Agency prior to travel date and time.
- b. Parking fees, only if accompanied by a receipt, will be paid if agreed to by the Requesting Agency prior to travel date and time.
- c. Hotel fees, up to the current State rate and only if accompanied by a receipt, will be paid if agreed to by the Requesting Agency prior to travel date and time.

All of the above noted fees will only be paid on a reimbursement basis. No travel expenses will be paid prior to the actual date and time of travel. The reimbursement of these costs requires that the supplier fill out a State form.

E3. Notary Fees

The Contractor agrees that there shall be no separate charge for notary fees.

E4. Expert Witness

Expert witness fees are not applicable to this contract.

E5. Postage/Handling

Charges for postage and handling are not applicable to this proposal. Standard postage and handling charges shall be included into the Contractor's rates listed on the Cost Data Sheets.

F. ORDERING

F1. Agency Notice For Request To Work

State and/or local agencies shall, when possible, provide at least 96 hours notice to the Contractor when requesting reporter services. There may be occasions when a service cannot be determined within the 96-hour period; however, the Contractor shall make every effort to supply a reporter for services requested.

Special Note: Some agencies in the San Francisco area (i.e., Public Utilities Commission) may require 6-7 reporters per day for weeks at a time. Suppliers bidding on this area should be aware of this particular need.

F2. Contractors shall provide Requesting Party with the following:

Names, Certified Shorthand Reporter, Certified Real-time Reporter, or Certified Electronic Court Reporter and Transcriber certificate number(s) as applicable, and resumes on their staff.

Names of subcontracting firms, Certified Shorthand Reporter, Certified Real-time Reporter, or Certified Electronic Court Reporter and Transcriber certificate

Certified Shorthand Reporter & Other Associated Services

User Instructions

number(s), staff names and resumes of reporters in their employ who may provide services.

G. DEFINITIONS FOR PROFESSIONAL LEGAL SERVICES:

- G1. APPEARANCE FEE – Term synonymous with “per diem” when referring to the fee paid to the reporter for the time spent reporting proceedings stenographically. Also, the fee paid to the reporter for appearing at proceedings where no services are rendered because the proceeding does not go forward.
- G2. CERT – Certified Electronic Court Reporter and Transcriber – A person who has met the requirements of and passed the American Association of Electronic Reporters and Transcribers examination.
- G3. CSR, Certified Shorthand Reporter - A person who has met the requirements of and passed the California Shorthand Reporters Board examination.
- G4. CRR, Certified Real-Time Reporter - A person who has met the requirements of and passed the National Court Reporters Association’s examination.
- G5. DEPOSITION – A written declaration under oath, made upon notice to the adverse party, for the purpose of enabling the adverse party to attend and cross-examine. The term sometimes is used in a special sense to denote a statement made orally by a person on oath before an examiner, commissioner, or officer of the court (but not in open court) and taken down in writing by the examiner or under his direction.
- G6. HEARING – Proceeding before arbitrator or other hearing officer, of relative formality, generally public, with definite issues of fact or of law to be tried, in which parties proceeded against have the right to be heard, and is much the same as a trial and may terminate in final order.
- G7. HOLD RATE – Hold rate is the rate charged when the ordering agency does not immediately order transcripts from the reporter. If the ordering agency orders transcripts within 6 months of the date of the proceeding, the hold rate originally charged will be credited against the final total invoice generated for that proceeding.
- G8. REAL-TIME – Instantaneous computerized translation of the proceedings displayed on a monitor.
- G9. REQUESTING PARTY – The party (State agency or public entity customer using services resulting from this proposal) who officially requests services to be carried out.
- G10. TRANSCRIBER – (non-certified) A person who meets the requirements to take the examination (CSR), however, has not yet taken and/or passed it.
- G11. TURNAROUND TIME – The maximum time in which a transcript shall be delivered to the requesting party: also delivery timeframe.

H. CONTRACTOR INVOICES

Certified Shorthand Reporter & Other Associated Services User Instructions

The Contractor shall render invoices to the name and address contained on the Std. 213. The following information is mandatory for all invoices:

- State MSA Contract Number
- State Agency Order Number
- Agency Billing Code
- Agency Name
- Agency Address
- Description of services ordered
- Appropriate pricing information not to exceed rates listed in the MSA.

I. BILLING OPTIONS

The government agency using this Master Services Agreement may have different billing needs. It is the Contractor's responsibility to work with and to provide the agency a billing system that meets the agency's needs.

J. INVOICES AND PAYMENTS

J1. Submission of Invoices

Invoices for services are not due and payable, and do not constitute an obligation of the State, until the month following the month for which charges accrue.

J2. Additional Charges

If additional charges apply, such Authorization to Bill shall be submitted promptly following the end of the month covered by the authorization, and shall be based on appropriate records subject to joint review by the State and the Contractor at the request of either party.

J3. Required Payment Date

Payment shall not be due until the later of: (a) the date of acceptance of goods or performance of services, or (b) receipt of an accurate invoice.

K. CONTRACT ACTIVITY AND REPORTS

The Contractor shall deliver to the State, **no later than the fifteenth (15th) working day of the quarter following the period, for which an order was placed**, a management report summarizing MSA contract activity for each agency's order within the reporting period. Reports are to be provided quarterly unless otherwise indicated by the State. The report is to be sorted by agency name, then by date. Each line of the report should represent one Std. 213 transaction and must contain the following information:

- Agency Billing Code
- Agency Name and contact person
- Agency Location and phone number
- Std. 213 agency order number
- Date of Std 213

Certified Shorthand Reporter & Other Associated Services
User Instructions

- Service description and page quantity
- Service ordered by category and district
- Total dollar value of the Std. 213

The State would prefer to receive these reports electronically using Email and Microsoft Excel 97 or compatible. Send to Masters@dgs.ca.gov.

-----OR-----

The Contractor may send copies of each and every Std. 213 executed on the contract to:

Department of General Services
Procurement Division
Key Data Entry Unit
707 3rd Street, 2nd Floor
West Sacramento, CA 95605

L. FEDERAL DEBARMENT

The Federal Department of Labor requires that State agencies, which are expending Federal funds of \$25,000 or more, have in the contract file a certification by the supplier that they have not been debarred or suspended from doing business with the Federal Government. Each contractor must provide this documentation upon request.

M. BONDS

Each agency reserves the right to require a performance bond from the Contractor in an amount not to exceed fifty (50) percent of the contract.

Certified Shorthand Reporter & Other Associated Services
User Instructions

N. DISTRICT BREAKDOWN BY COUNTY

This map illustrates the twelve (12) Caltrans Districts used for this Master Services Agreement.



Certified Shorthand Reporter & Other Associated Services
User Instructions

DISTRICT 1

Humboldt County
Del Norte County
Mendocino County
Lake County

DISTRICT 2

Siskiyou County
Trinity County
Shasta County
Tehama County
Plumas County
Lassen County
Modoc County

DISTRICT 3

Glenn County
Sutter County
Butte County
Colusa County
Yolo County
Yuba County
El Dorado County
Sierra County
Placer County
Nevada County
Sacramento County

DISTRICT 4

Solano County
Sonoma County
Napa County
Marin County
San Francisco County
San Mateo County
Santa Cruz County
Santa Clara County
Alameda County
Contra Costa County

DISTRICT 5

San Benito County
Monterey County
San Luis Obispo County
Santa Barbara County

DISTRICT 6

Madera County
Fresno County
Kings County
Tulare County
Kern County

DISTRICT 7

Ventura County
Los Angeles County

DISTRICT 8

San Bernardino County

DISTRICT 9

Mono County
Inyo County

DISTRICT 10

San Joaquin County
Stanislaus County
Merced County
Mariposa County
Tuolumne County
Calaveras County
Amador County
Alpine County

DISTRICT 11

San Diego County
Riverside County
Imperial County

DISTRICT 12

Orange County

Certified Shorthand Reporter & Other Associated Services
User Instructions

O.

CONTRACTORS AND PRICING BY DISTRICT

The following chart identifies the contractors by district, rank and service category. Once you have identified in which district the work is to be performed, the service category needed, and the number one ranked contractor for that service, proceed to the appropriate contractor's price sheets. The price sheets are in order first alphabetically, then by service category.

If the contractor is a small business, the designation of (SB) has been inserted to the right or directly under the company name.

Certified Shorthand Reporter & Other Associated Services
User Instructions

<u>DISTRICT</u>	<u>CONTRACTOR RANK</u>	<u>CATEGORY 1 CSR HEARINGS</u>	<u>CATEGORY 2 CSR DEPOSITIONS</u>	<u>CATEGORY 3 CERT REAL- TIME</u>	<u>CATEGORY 4 NON-CERT TRANSCRIPTION</u>	<u>CATEGORY 5 CERT ELECT REP/TRANS</u>
1	1 2 3	PETERS (SB)	PETERS (SB)	PETERS (SB)	VINE (SB) FOOTHILL (SB) PETERS (SB)	PETERS (SB)
2	1 2 3	PETERS (SB)	PETERS (SB)	PETERS (SB)	VINE (SB) FOOTHILL (SB) PETERS (SB)	PETERS (SB)
3	1 2 3 4 5 6 7	PETERS (SB) CAL REPORT (SB) CAP REPORT (SB) PORTALE	VINE (SB) PORTALE CAP REPORT (SB) PETERS (SB) NORTH CAL (SB)	PETERS (SB)	VINE (SB) FOOTHILL (SB) NORTH CAL (SB) PETERS (SB) CAL REPORT (SB) PORTALE HUNTINGTON (SB)	PETERS (SB) CAL REPORT (SB)
4	1 2 3 4	CAL REPORT (SB) PETERS (SB)	PETERS (SB) ATKINSON CAL REPORT (SB)	PETERS (SB)	VINE (SB) FOOTHILL (SB) PETERS (SB) CAL REPORT (SB)	PETERS (SB) CAL REPORT (SB)
5	1 2 3	PETERS (SB)	PETERS (SB) ATKINSON	PETERS (SB)	VINE (SB) FOOTHILL (SB) PETERS (SB)	PETERS (SB)
6	1 2 3	PETERS (SB)	PETERS (SB)	PETERS (SB)	VINE (SB) FOOTHILL (SB) PETERS (SB)	PETERS (SB)
7	1 2 3 4	KENNEDY (SB) PETERS (SB)	PETERS (SB) ATKINSON HUNTINGTON (SB) KENNEDY (SB)	KENNEDY (SB)	FOOTHILL (SB) PETERS (SB) HUNTINGTON (SB)	PETERS (SB)
8	1 2 3 4	KENNEDY (SB) PETERS (SB)	PETERS (SB) ATKINSON HUNTINGTON (SB) KENNEDY (SB)	KENNEDY (SB)	FOOTHILL (SB) PETERS (SB) HUNTINGTON (SB)	PETERS (SB)
9	1 2	PETERS (SB)	PETERS (SB)	PETERS (SB)	FOOTHILL (SB) PETERS (SB)	PETERS (SB)
10	1 2 3	PETERS (SB) PORTALE	PORTALE PETERS (SB)	PETERS (SB)	VINE (SB) FOOTHILL (SB) PETERS (SB)	PETERS (SB)
11	1 2 3 4	KENNEDY (SB) PETERS (SB)	PETERS (SB) ATKINSON HUNTINGTON (SB) KENNEDY (SB)	KENNEDY (SB)	FOOTHILL (SB) PETERS (SB) HUNTINGTON (SB)	PETERS (SB)
12	1 2 3 4	KENNEDY (SB) PETERS (SB)	PETERS (SB) ATKINSON HUNTINGTON (SB) KENNEDY (SB)	KENNEDY (SB)	FOOTHILL (SB) PETERS (SB) HUNTINGTON (SB)	PETERS (SB)

Certified Shorthand Reporter & Other Associated Services
User Instructions

P. PRICE LISTS

ATKINSON-BAKER, INC. Price List for **CATEGORY 2 - DEPOSITIONS (CSR)** in the following:

DISTRICT: 4, 5, 7, 8, 11 & 12

COST WITH DELIVERY OF FINAL TRANSCRIPT (Original + 1 copy, including the disk):

Same Day	= \$ 9.85__per page
Next Day	= \$ 9.85__per page
3 - 5 working Days	= \$ 7.85__per page
6 - 10 working Days	= \$ 6.50__per page
11 - 15 working Days	= \$ 5.65__per page

PLUS APPEARANCE FEES:

Full Day Rate (Over 4 hours)	= \$ __n/c__flat fee
Hold rate	= \$ 170.00__flat fee
One-Half Day Rate (Up To 4 Hours)	= \$ __n/c__flat fee
Hold rate	= \$ 170.00__flat fee
Evening Rate (M-Th after 5:00 PM)	= \$ 40.00__per hour
Weekend Rate (F after 5:00 PM, until M 8:00 AM)	= \$ 40.00__per hour
Certified Legal Video Specialist	= \$ 85.00__per hour

ELECTRONICALLY RECORDED TRANSCRIPT BY CSR:

Same Day	=\$ 9.85__per page
Next Day	=\$ 9.85__per page
3 - 5 working Days	=\$ 7.85__per page
6 - 10 working Days	=\$ 6.50__per page
11 - 15 working Days	=\$ 5.65__per page

ADDITIONAL SERVICES:

Copy Rate for Additional Copies of Transcript	=\$ 2.50__per page
Copy of Exhibits	=\$.50__per page
Duplicate Tape of Tape Recorded Transcripts	=\$ 25.00__flat fee
Duplicate Tape of Video Taped Recorded Hearings	=\$ 50.00__flat fee

Certified Shorthand Reporter & Other Associated Services
User Instructions

CALIFORNIA REPORTING Price List for **CATEGORY 2 - DEPOSITIONS (CSR)** in the following:

DISTRICT: 4

COST WITH DELIVERY OF FINAL TRANSCRIPT (Original + 1 copy, including the disk):

Same Day	= \$ 14.00__per page
Next Day	= \$ 12.00__per page
3 - 5 working Days	= \$ 10.00__per page
6 - 10 working Days	= \$ 7.00__per page
11 - 15 working Days	= \$ 6.00__per page

PLUS APPEARANCE FEES:

Full Day Rate (Over 4 hours)	= \$ 100.00__flat fee
Hold rate	= \$ 300.00__flat fee
One-Half Day Rate (Up To 4 Hours)	= \$ 80.00__flat fee
Hold rate	= \$ 200.00__flat fee
Evening Rate (M-Th after 5:00 PM)	= \$ 35.00__per hour
Weekend Rate (F after 5:00 PM, until M 8:00 AM)	= \$ 35.00__per hour
Certified Legal Video Specialist	= \$ 110.00__per hour

ELECTRONICALLY RECORDED TRANSCRIPT BY CSR:

Same Day	=\$ 12.00__per page
Next Day	=\$ 10.00__per page
3 - 5 working Days	=\$ 9.00__per page
6 - 10 working Days	=\$ 7.00__per page
11 - 15 working Days	=\$ 6.00__per page

ADDITIONAL SERVICES:

Copy Rate for Additional Copies of Transcript	=\$ 2.50__per page
Copy of Exhibits	=\$.50__per page
Duplicate Tape of Tape Recorded Transcripts	=\$ 10.00__flat fee
Duplicate Tape of Video Taped Recorded Hearings	=\$ 50.00__flat fee

Certified Shorthand Reporter & Other Associated Services
User Instructions

CALIFORNIA REPORTING Price List for **CATEGORY 4 - NON-CERTIFIED TRANSCRIPTION SERVICE** in the following:

DISTRICT: 3 & 4

TAPE RECORDED TRANSCRIPT

Same Day	= \$ 10.00__ per page
Next Day	= \$ 9.00__ per page
3 - 5 working Days	= \$ 8.00__ per page
6 - 10 working Days	= \$ 6.00__ per page
11 - 15 working Days	= \$ 5.00__ per page

Certified Shorthand Reporter & Other Associated Services
User Instructions

CALIFORNIA REPORTING Price List for **CATEGORY 5 - CERTIFIED ELECTRONIC COURT REPORTER AND TRANSCRIBER** in the following:

DISTRICT: 3 & 4

NON-CSR, AAERT certified

COST WITH DELIVERY OF FINAL TRANSCRIPT (Original + 1 copy, including the disk):

Same Day	= \$ 14.00__per page
Next Day	= \$ 12.00__per page
3 - 5 working Days	= \$ 9.00__per page
6 - 10 working Days	= \$ 6.00__per page
11 - 15 working Days	= \$ 4.50__per page

PLUS APPEARANCE FEES:

Full Day Rate (Over 4 hours)	= \$ 120.00__flat fee
Hold rate	= \$ 300.00__flat fee
One-Half Day Rate (Up To 4 Hours)	= \$ 100.00__flat fee
Hold rate	= \$ 150.00__flat fee
Evening Rate (M-Th after 5:00 PM)	= \$ 50.00__per hour
Weekend Rate (F after 5:00 PM, until M 8:00 AM)	= \$ 50.00__per hour
Certified Legal Video Specialist	= \$ 110.00__per hour

Certified Shorthand Reporter & Other Associated Services
User Instructions

CAPITOL REPORTERS Price List for **CATEGORY 1 - CSR HEARINGS** in the following:

DISTRICT: 3

COST WITH DELIVERY OF FINAL TRANSCRIPT (Original + 1 copy, including the disk):

Same Day	= \$12.00__per page
Next Day	= \$11.00__per page
3 - 5 working Days	= \$ 8.50__per page
6 - 10 working Days	= \$ 7.50__per page
11 - 15 working Days	= \$ 6.00__per page

PLUS APPEARANCE FEES:

Full Day Rate (Over 4 hours)	= \$300.00__flat fee
Hold rate	= \$500.00__flat fee
One-Half Day Rate (Up To 4 Hours)	= \$150.00__flat fee
Hold rate	= \$250.00__flat fee
Evening Rate (M-Th after 5:00 PM)	= \$ 50.00__per hour
Weekend Rate (F after 5:00 PM, until M 8:00 AM)	= \$ 75.00__per hour
Certified Legal Video Specialist	= \$ n/a__per hour

ELECTRONICALLY RECORDED TRANSCRIPT BY CSR:

Same Day	=\$__n/a__per page
Next Day	=\$__n/a__per page
3 - 5 working Days	=\$__n/a__per page
6 - 10 working Days	=\$__n/a__per page
11 - 15 working Days	=\$__n/a__per page

ADDITIONAL SERVICES:

Copy Rate for Additional Copies of Transcript	=\$.60__per page
Copy of Exhibits	=\$.10__per page
Duplicate Tape of Tape Recorded Transcripts	=\$_n/c__flat fee
Duplicate Tape of Video Taped Recorded Hearings	=\$_n/a__flat fee

Certified Shorthand Reporter & Other Associated Services
User Instructions

CAPITOL REPORTERS Price List for **CATEGORY 2 - DEPOSITIONS (CSR)** in the following:

DISTRICT: 3

COST WITH DELIVERY OF FINAL TRANSCRIPT (Original + 1 copy, including the disk):

Same Day	= \$ 8.75__per page
Next Day	= \$ 8.00__per page
3 - 5 working Days	= \$ 6.00__per page
6 - 10 working Days	= \$ 4.30__per page
11 - 15 working Days	= \$ 4.15__per page

PLUS APPEARANCE FEES:

Full Day Rate (Over 4 hours)	= \$ 135.00__flat fee
Hold rate	= \$ 300.00__flat fee
One-Half Day Rate (Up To 4 Hours)	= \$ 67.50__flat fee
Hold rate	= \$ 150.00__flat fee
Evening Rate (M-Th after 5:00 PM)	= \$ 50.00__per hour
Weekend Rate (F after 5:00 PM, until M 8:00 AM)	= \$ 75.00__per hour
Certified Legal Video Specialist	= \$ __n/a__per hour

ELECTRONICALLY RECORDED TRANSCRIPT BY CSR:

Same Day	=\$ __n/a__per page
Next Day	=\$ __n/a__per page
3 - 5 working Days	=\$ __n/a__per page
6 - 10 working Days	=\$ __n/a__per page
11 - 15 working Days	=\$ __n/a__per page

ADDITIONAL SERVICES:

Copy Rate for Additional Copies of Transcript	=\$.60__per page
Copy of Exhibits	=\$.10__per page
Duplicate Tape of Tape Recorded Transcripts	=\$ __n/c__flat fee
Duplicate Tape of Video Taped Recorded Hearings	=\$ 35.00__flat fee

Certified Shorthand Reporter & Other Associated Services
User Instructions

FOOTHILL TRANSCRIPTION Price List for **CATEGORY 4 - NON-CERTIFIED TRANSCRIPTION SERVICE** in the following:

DISTRICT: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, & 12

TAPE RECORDED TRANSCRIPT

Same Day	= \$ 6.50 ____ per page
Next Day	= \$ 5.25 ____ per page
3 - 5 working Days	= \$ 4.65 ____ per page
6 - 10 working Days	= \$ 4.10 ____ per page
11 - 15 working Days	= \$ 3.85 ____ per page

Certified Shorthand Reporter & Other Associated Services
User Instructions

HUNTINGTON COURT REPORTERS Price List for **CATEGORY 4 - NON-CERTIFIED**
TRANSCRIPTION SERVICE in the following:

DISTRICT: 3, 7, 8, 11, & 12

TAPE RECORDED TRANSCRIPT

Same Day	= \$ 12.00__ per page
Next Day	= \$ 10.00__ per page
3 - 5 working Days	= \$ 8.00__ per page
6 - 10 working Days	= \$ 6.50__ per page
11 - 15 working Days	= \$ 5.50__ per page

Certified Shorthand Reporter & Other Associated Services
User Instructions

HUNTINGTON COURT REPORTERS Price List for **CATEGORY 2 - DEPOSITIONS (CSR)** in the following:

DISTRICT: 7, 8, 11, & 12

COST WITH DELIVERY OF FINAL TRANSCRIPT (Original + 1 copy, including the disk):

Same Day	= \$ 13.00__per page
Next Day	= \$ 11.00__per page
3 - 5 working Days	= \$ 8.50__per page
6 - 10 working Days	= \$ 7.00__per page
11 - 15 working Days	= \$ 5.50__per page

PLUS APPEARANCE FEES:

Full Day Rate (Over 4 hours)	= \$ __n/c__ flat fee
Hold rate	= \$ 450.00__flat fee
One-Half Day Rate (Up To 4 Hours)	= \$ __n/c__ flat fee
Hold rate	= \$ 325.00__flat fee
Evening Rate (M-Th after 5:00 PM)	= \$ 75.00__per hour
Weekend Rate (F after 5:00 PM, until M 8:00 AM)	= \$ 75.00__per hour
Certified Legal Video Specialist	= \$ 90.00__per hour

ELECTRONICALLY RECORDED TRANSCRIPT BY CSR:

Same Day	=\$ __n/a__per page
Next Day	=\$ __n/a__per page
3 - 5 working Days	=\$ __n/a__per page
6 - 10 working Days	=\$ __n/a__per page
11 - 15 working Days	=\$ __n/a__per page

ADDITIONAL SERVICES:

Copy Rate for Additional Copies of Transcript	=\$ 1.25__per page
Copy of Exhibits	=\$.10__per page
Duplicate Tape of Tape Recorded Transcripts	=\$ __n/c__flat fee
Duplicate Tape of Video Taped Recorded Hearings	=\$ 50.00__flat fee

Certified Shorthand Reporter & Other Associated Services User Instructions

KENNEDY COURT REPORTERS Price List for **CATEGORY 1 CSR HEARINGS** in the following:

DISTRICT: 7, 8, 11 & 12

COST WITH DELIVERY OF FINAL TRANSCRIPT (Original + 1 copy, including the disk):

Same Day	= \$ 10.35__per page
Next Day	= \$ 10.35__per page
3 - 5 working Days	= \$ 8.30__per page
6 - 10 working Days	= \$ 7.00__per page
11 - 15 working Days	= \$ 5.90__per page

PLUS APPEARANCE FEES:

Full Day Rate (Over 4 hours)	= \$ 200.00__flat fee
Hold rate	= \$ 200.00__flat fee
One-Half Day Rate (Up To 4 Hours)	= \$ 100.00__flat fee
Hold rate	= \$ 100.00__flat fee
Evening Rate (M-Th after 5:00 PM)	= \$ 25.00__per hour
Weekend Rate (F after 5:00 PM, until M 8:00 AM)	= \$ 25.00__per hour
Certified Legal Video Specialist	= \$ 100.00__per hour

ELECTRONICALLY RECORDED TRANSCRIPT BY CSR:

Same Day	=\$ 10.35	per page
Next Day	=\$ 10.35	per page
3 - 5 working Days	=\$ 8.30	per page
6 - 10 working Days	=\$ 7.00	per page
11 - 15 working Days	=\$ 5.90	per page

ADDITIONAL SERVICES:

Copy Rate for Additional Copies of Transcript	=\$ 1.00__per page
Copy of Exhibits	=\$.50__per page
Duplicate Tape of Tape Recorded Transcripts	=\$ 10.00__flat fee
Duplicate Tape of Video Taped Recorded Hearings	=\$ 50.00__flat fee

Certified Shorthand Reporter & Other Associated Services
User Instructions

KENNEDY COURT REPORTERS Price List for **CATEGORY 2 - DEPOSITIONS (CSR)** in the following:

DISTRICT: 7, 8, 11, & 12

COST WITH DELIVERY OF FINAL TRANSCRIPT (Original + 1 copy, including the disk):

Same Day	= \$ 9.90__per page
Next Day	= \$ 9.90__per page
3 - 5 working Days	= \$ 7.95__per page
6 - 10 working Days	= \$ 7.50__per page
11 - 15 working Days	= \$ 5.95__per page

PLUS APPEARANCE FEES:

Full Day Rate (Over 4 hours)	= \$ 125.00__flat fee
Hold rate	= \$ 200.00__flat fee
One-Half Day Rate (Up To 4 Hours)	= \$ 125.00__flat fee
Hold rate	= \$ 200.00__flat fee
Evening Rate (M-Th after 5:00 PM)	= \$ 25.00__per hour
Weekend Rate (F after 5:00 PM, until M 8:00 AM)	= \$ 25.00__per hour
Certified Legal Video Specialist	= \$1 00.00__per hour

ELECTRONICALLY RECORDED TRANSCRIPT BY CSR:

Same Day	=\$ 9.90__per page
Next Day	=\$ 9.00__per page
3 - 5 working Days	=\$ 7.90__per page
6 - 10 working Days	=\$ 7.00__per page
11 - 15 working Days	=\$ 5.95__per page

ADDITIONAL SERVICES:

Copy Rate for Additional Copies of Transcript	=\$ 1.00__per page
Copy of Exhibits	=\$.50__per page
Duplicate Tape of Tape Recorded Transcripts	=\$ 10.00__flat fee
Duplicate Tape of Video Taped Recorded Hearings	=\$ 50.00__flat fee

Certified Shorthand Reporter & Other Associated Services
User Instructions

KENNEDY COURT REPORTERS Price List for **CATEGORY 3 - CERTIFIED REAL-TIME REPORTER** in the following:

DISTRICT: 7, 8, 11 & 12

REALTIME REPORTING COST INCLUDING DISK:

For Hearing Impaired (captioning with monitor)	= \$ 1.00__per page
Interactive connection for live feed	= \$ 1.00__per page

PLUS APPEARANCE FEES:

Full Day Rate (Over 4 hours)	= \$ 100.00__flat fee
One-Half Day Rate (Up To 4 Hours)	= \$ 50.00__flat fee
Evening Rate (M-Th after 5:00 PM)	= \$ 25.00__per hour
Weekend Rate (F after 5:00 PM, until M 8:00 AM)	= \$ 25.00__per hour

Certified Shorthand Reporter & Other Associated Services
User Instructions

NORTHERN CALIFORNIA COURT REPORTERS Price List for **CATEGORY 2 - DEPOSITIONS**
(CSR) in the following:

DISTRICT: 3

COST WITH DELIVERY OF FINAL TRANSCRIPT (Original + 1 copy, including the disk):

Same Day	= \$ 10.00__per page
Next Day	= \$ 9.50__per page
3 - 5 working Days	= \$ 6.50__per page
6 - 10 working Days	= \$ 4.50__per page
11 - 15 working Days	= \$ 4.25__per page

PLUS APPEARANCE FEES:

Full Day Rate (Over 4 hours)	= \$ 150.00__flat fee
Hold rate	= \$ 275.00__flat fee
One-Half Day Rate (Up To 4 Hours)	= \$ 75.00__flat fee
Hold rate	= \$ 180.00__flat fee
Evening Rate (M-Th after 5:00 PM)	= \$ 50.00__per hour
Weekend Rate (F after 5:00 PM, until M 8:00 AM)	= \$ 100.00__per hour
Certified Legal Video Specialist	= \$ 85.00__per hour

ELECTRONICALLY RECORDED TRANSCRIPT BY CSR:

Same Day	=\$ 10.00__per page
Next Day	=\$ 9.50__per page
3 - 5 working Days	=\$ 6.50__per page
6 - 10 working Days	=\$ 4.50__per page
11 - 15 working Days	=\$ 4.25__per page

ADDITIONAL SERVICES:

Copy Rate for Additional Copies of Transcript	=\$ 2.50__per page
Copy of Exhibits	=\$.50__per page
Duplicate Tape of Tape Recorded Transcripts	=\$ 30.00__flat fee
Duplicate Tape of Video Taped Recorded Hearings	=\$ 45.00__flat fee

Certified Shorthand Reporter & Other Associated Services
User Instructions

NORTHERN CALIFORNIA COURT REPORTERS Price List for **CATEGORY 4 - NON-CERTIFIED**
TRANSCRIPTION SERVICE in the following:

DISTRICT: 3

TAPE RECORDED TRANSCRIPT

Same Day	=\$ 5.00___per page
Next Day	=\$ 4.75___per page
3 - 5 working Days	=\$ 4.50___per page
6 - 10 working Days	=\$ 4.25___per page
11 - 15 working Days	=\$ 4.00___per page

Certified Shorthand Reporter & Other Associated Services
User Instructions

PETERS SHORTHAND REPORTING Price List for **CATEGORY 1 - HEARINGS** in the following:

DISTRICT: 1, 2, 4, 5, 6, 7, 8, 11, 12

COST WITH DELIVERY OF FINAL TRANSCRIPT (Original + 1 copy, including the disk):

Same Day	= \$ 10.00__per page
Next Day	= \$ 9.00__per page
3 - 5 working Days	= \$ 7.00__per page
6 - 10 working Days	= \$ 5.00__per page
11 - 15 working Days	= \$ 4.50__per page

PLUS APPEARANCE FEES:

Full Day Rate (Over 4 hours)	= \$ 600.00__flat fee
Hold rate	= \$1,800.00__flat fee
One-Half Day Rate (Up To 4 Hours)	= \$ 600.00__flat fee
Hold rate	= \$1,200.00__flat fee
Evening Rate (M-Th after 5:00 PM)	= \$ 75.00__per hour
Weekend Rate (F after 5:00 PM, until M 8:00 AM)	= \$ 100.00__per hour
Certified Legal Video Specialist	= \$ 200.00__per hour

ELECTRONICALLY RECORDED TRANSCRIPT BY CSR:

Same Day	=\$ 8.00__per page
Next Day	=\$ 7.00__per page
3 - 5 working Days	=\$ 6.00__per page
6 - 10 working Days	=\$ 5.00__per page
11 - 15 working Days	=\$ 4.00__per page

ADDITIONAL SERVICES:

Copy Rate for Additional Copies of Transcript	=\$ 2.50__per page
Copy of Exhibits	=\$ 1.00__per page
Duplicate Tape of Tape Recorded Transcripts	=\$100.00__flat fee
Duplicate Tape of Video Taped Recorded Hearings	=\$100.00__flat fee

Certified Shorthand Reporter & Other Associated Services
User Instructions

PETERS SHORTHAND REPORTING Price List for **CATEGORY 2 - DEPOSITIONS (CSR)** in the following:

DISTRICT: 1, 2, 4, 5, 6, 7, 8, 11, 12

COST WITH DELIVERY OF FINAL TRANSCRIPT (Original + 1 copy, including the disk):

Same Day	= \$10.00__per page
Next Day	= \$ 9.00__per page
3 - 5 working Days	= \$ 7.00__per page
6 - 10 working Days	= \$ 5.00__per page
11 - 15 working Days	= \$ 4.50__per page

PLUS APPEARANCE FEES:

Full Day Rate (Over 4 hours)	= \$ 200.00__flat fee
Hold rate	= \$1,400.00__flat fee
One-Half Day Rate (Up To 4 Hours)	= \$ 200.00__flat fee
Hold rate	= \$1,000.00__flat fee
Evening Rate (M-Th after 5:00 PM)	= \$ 75.00__per hour
Weekend Rate (F after 5:00 PM, until M 8:00 AM)	= \$ 100.00__per hour
Certified Legal Video Specialist	= \$ 200.00__per hour

ELECTRONICALLY RECORDED TRANSCRIPT BY CSR:

Same Day	=\$ 8.00__per page
Next Day	=\$ 7.00__per page
3 - 5 working Days	=\$ 6.00__per page
6 - 10 working Days	=\$ 5.00__per page
11 - 15 working Days	=\$ 4.00__per page

ADDITIONAL SERVICES:

Copy Rate for Additional Copies of Transcript	=\$ 2.50__per page
Copy of Exhibits	=\$ 1.00__per page
Duplicate Tape of Tape Recorded Transcripts	=\$100.00__flat fee
Duplicate Tape of Video Taped Recorded Hearings	=\$100.00__flat fee

Certified Shorthand Reporter & Other Associated Services
User Instructions

PETERS SHORTHAND REPORTING Price List for **CATEGORY 3 CERTIFIED REAL-TIME REPORTER** in the following:

DISTRICT: 1, 2, 4, 5, 6,

REALTIME REPORTING COST INCLUDING DISK:

For Hearing Impaired (captioning with monitor)	= \$ 2.00_____per page
Interactive connection for live feed	= \$ 2.00_____per page

PLUS APPEARANCE FEES:

Full Day Rate (Over 4 hours)	= \$600.00___flat fee
One-Half Day Rate (Up To 4 Hours)	= \$600.00___flat fee
Evening Rate (M-Th after 5:00 PM)	= \$100.00___per hour
Weekend Rate (F after 5:00 PM, until M 8:00 AM)	= \$100.00___per hour

Certified Shorthand Reporter & Other Associated Services
User Instructions

PETERS SHORTHAND REPORTING Price List for **CATEGORY 4 - NON-CERTIFIED**
TRANSCRIPTION SERVICE in the following:

DISTRICT: 1, 2, 4, 5, 6, 7, 8, 11, & 12

TAPE RECORDED TRANSCRIPT

Same Day	=\$ 8.00____per page
Next Day	=\$ 7.00____per page
3 - 5 working Days	=\$ 6.00____per page
6 - 10 working Days	=\$ 5.00____per page
11 - 15 working Days	=\$ 4.00____per page

Certified Shorthand Reporter & Other Associated Services
User Instructions

PETERS SHORTHAND REPORTING Price List for **CATEGORY 5 - CERTIFIED ELECTRONIC COURT REPORTER AND TRANSCRIBER** in the following:

DISTRICT: 1, 2, 4, 5, 6, 7, 8, 11, & 12

NON-CSR, AAERT certified

COST WITH DELIVERY OF FINAL TRANSCRIPT (Original + 1 copy, including the disk):

Same Day	= \$ 8.00__per page
Next Day	= \$ 7.00__per page
3 - 5 working Days	= \$ 6.00__per page
6 - 10 working Days	= \$ 5.00__per page
11 - 15 working Days	= \$ 4.00__per page

PLUS APPEARANCE FEES:

Full Day Rate (Over 4 hours)	= \$ 250.00__flat fee
Hold rate	= \$1,000.00__flat fee
One-Half Day Rate (Up To 4 Hours)	= \$ 250.00__flat fee
Hold rate	= \$1,000.00__flat fee
Evening Rate (M-Th after 5:00 PM)	= \$ 50.00__per hour
Weekend Rate (F after 5:00 PM, until M 8:00 AM)	= \$ 100.00__per hour
Certified Legal Video Specialist	= \$ 200.00__per hour

Certified Shorthand Reporter & Other Associated Services
User Instructions

PETERS SHORTHAND REPORTING Price List for **CATEGORY 1 - CSR HEARINGS** in the following:

DISTRICT: 3, 9, & 10

COST WITH DELIVERY OF FINAL TRANSCRIPT (Original + 1 copy, including the disk):

Same Day	= \$10.00__per page
Next Day	= \$ 9.00__per page
3 - 5 working Days	= \$ 7.00__per page
6 - 10 working Days	= \$ 5.00__per page
11 - 15 working Days	= \$ 4.50__per page

PLUS APPEARANCE FEES:

Full Day Rate (Over 4 hours)	= \$ 400.00__flat fee
Hold rate	= \$1,200.00__flat fee
One-Half Day Rate (Up To 4 Hours)	= \$ 400.00__flat fee
Hold rate	= \$ 800.00__flat fee
Evening Rate (M-Th after 5:00 PM)	= \$ 75.00__per hour
Weekend Rate (F after 5:00 PM, until M 8:00 AM)	= \$ 100.00__per hour
Certified Legal Video Specialist	= \$ 200.00__per hour

ELECTRONICALLY RECORDED TRANSCRIPT BY CSR:

Same Day	=\$ 8.00__per page
Next Day	=\$ 7.00__per page
3 - 5 working Days	=\$ 6.00__per page
6 - 10 working Days	=\$ 5.00__per page
11 - 15 working Days	=\$ 4.00__per page

ADDITIONAL SERVICES:

Copy Rate for Additional Copies of Transcript	=\$ 2.50__per page
Copy of Exhibits	=\$ 1.00__per page
Duplicate Tape of Tape Recorded Transcripts	=\$100.00__flat fee
Duplicate Tape of Video Taped Recorded Hearings	=\$100.00__flat fee

Certified Shorthand Reporter & Other Associated Services
User Instructions

PETERS SHORTHAND REPORTING Price List for **CATEGORY 2 - DEPOSITIONS (CSR)** in the following:

DISTRICT: 3, 9 & 10

COST WITH DELIVERY OF FINAL TRANSCRIPT (Original + 1 copy, including the disk):

Same Day	= \$ 8.00__per page
Next Day	= \$ 7.00__per page
3 - 5 working Days	= \$ 6.00__per page
6 - 10 working Days	= \$ 4.50__per page
11 - 15 working Days	= \$ 4.00__per page

PLUS APPEARANCE FEES:

Full Day Rate (Over 4 hours)	= \$ 200.00__flat fee
Hold rate	= \$1,400.00__flat fee
One-Half Day Rate (Up To 4 Hours)	= \$ 200.00__flat fee
Hold rate	= \$1,000.00__flat fee
Evening Rate (M-Th after 5:00 PM)	= \$ 75.00__per hour
Weekend Rate (F after 5:00 PM, until M 8:00 AM)	= \$ 100.00__per hour
Certified Legal Video Specialist	= \$ 200.00__per hour

ELECTRONICALLY RECORDED TRANSCRIPT BY CSR:

Same Day	=\$ 8.00__per page
Next Day	=\$ 7.00__per page
3 - 5 working Days	=\$ 6.00__per page
6 - 10 working Days	=\$ 5.00__per page
11 - 15 working Days	=\$ 4.00__per page

ADDITIONAL SERVICES:

Copy Rate for Additional Copies of Transcript	=\$ 2.50__per page
Copy of Exhibits	=\$ 1.00__per page
Duplicate Tape of Tape Recorded Transcripts	=\$ 100.00__flat fee
Duplicate Tape of Video Taped Recorded Hearings	=\$ 100.00__flat fee

Certified Shorthand Reporter & Other Associated Services
User Instructions

PETERS SHORTHAND REPORTING Corp. Price List for **CATEGORY 3 - CERTIFIED REAL-TIME REPORTER** in the following:

DISTRICT: 3, 9 & 10

REALTIME REPORTING COST INCLUDING DISK:

For Hearing Impaired (captioning with monitor)	= \$ 2.00___per page
Interactive connection for live feed	= \$ 2.00___per page

PLUS APPEARANCE FEES:

Full Day Rate (Over 4 hours)	= \$ 400.00___flat fee
One-Half Day Rate (Up To 4 Hours)	= \$ 400.00___flat fee
Evening Rate (M-Th after 5:00 PM)	= \$ 100.00___per hour
Weekend Rate (F after 5:00 PM, until M 8:00 AM)	= \$ 100.00___per hour

Certified Shorthand Reporter & Other Associated Services
User Instructions

PETERS SHORTHAND REPORTING Price List for **CATEGORY 4 - NON-CERTIFIED**
TRANSCRIPTION SERVICE in the following:

DISTRICT: 3, 9, & 10

TAPE RECORDED TRANSCRIPT

Same Day	=\$ 8.00____per page
Next Day	=\$ 7.00____per page
3 - 5 working Days	=\$ 6.00____per page
6 - 10 working Days	=\$ 5.00____per page
11 - 15 working Days	=\$ 4.00____per page

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PETERS SHORTHAND REPORTING Price List for **CATEGORY 5 - CERTIFIED ELECTRONIC COURT REPORTER AND TRANSCRIBER** in the following:

DISTRICT: 3, 9 & 10

NON-CSR, AAERT certified

COST WITH DELIVERY OF FINAL TRANSCRIPT (Original + 1 copy, including the disk):

Same Day	= \$ 8.00__per page
Next Day	= \$ 7.00__per page
3 - 5 working Days	= \$ 6.00__per page
6 - 10 working Days	= \$ 5.00__per page
11 - 15 working Days	= \$ 4.00__per page

PLUS APPEARANCE FEES:

Full Day Rate (Over 4 hours)	= \$ 250.00__flat fee
Hold rate	= \$1,000.00__flat fee
One-Half Day Rate (Up To 4 Hours)	= \$ 250.00__flat fee
Hold rate	= \$1,000.00__flat fee
Evening Rate (M-Th after 5:00 PM)	= \$ 50.00__per hour
Weekend Rate (F after 5:00 PM, until M 8:00 AM)	= \$ 100.00__per hour
Certified Legal Video Specialist	= \$ 200.00__per hour

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User Instructions

PORTALE AND ASSOCIATES Price List for **CATEGORY 1 CSR HEARINGS** in the following:

DISTRICT: 3 & 10

COST WITH DELIVERY OF FINAL TRANSCRIPT (Original + 1 copy, including the disk):

Same Day	= \$ 11.14__per page
Next Day	= \$ 9.90__per page
3 - 5 working Days	= \$ 8.66__per page
6 - 10 working Days	= \$ 6.20__per page
11 - 15 working Days	= \$ 4.95__per page

PLUS APPEARANCE FEES:

Full Day Rate (Over 4 hours)	= \$ 500.00__flat fee
Hold rate	= \$ 700.00__flat fee
One-Half Day Rate (Up To 4 Hours)	= \$ 250.00__flat fee
Hold rate	= \$ 500.00__flat fee
Evening Rate (M-Th after 5:00 PM)	= \$ 125.00__per hour
Weekend Rate (F after 5:00 PM, until M 8:00 AM)	= \$ 150.00__per hour
Certified Legal Video Specialist	= \$ 85.00__per hour

ELECTRONICALLY RECORDED TRANSCRIPT BY CSR:

Same Day	=\$ 1.75__per page
Next Day	=\$ 1.50__per page
3 - 5 working Days	=\$ 1.25__per page
6 - 10 working Days	=\$ 1.00__per page
11 - 15 working Days	=\$.75__per page

ADDITIONAL SERVICES:

Copy Rate for Additional Copies of Transcript	=\$ 2.00__per page
Copy of Exhibits	=\$.40__per page
Duplicate Tape of Tape Recorded Transcripts	= \$ 20.00__flat fee
Duplicate Tape of Video Taped Recorded Hearings	= \$ 25.00__flat fee

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User Instructions

PORTALE & ASSOCIATES Price List for **CATEGORY 2 - DEPOSITIONS (CSR)** in the following:

DISTRICT: 3 & 10

COST WITH DELIVERY OF FINAL TRANSCRIPT (Original + 1 copy, including the disk):

Same Day	= \$ 9.88__per page
Next Day	= \$ 7.90__per page
3 - 5 working Days	= \$ 5.31__per page
6 - 10 working Days	= \$ 4.25__per page
11 - 15 working Days	= \$ 3.95__per page

PLUS APPEARANCE FEES:

Full Day Rate (Over 4 hours)	= \$ 130.00__flat fee
Hold rate	= \$ 300.00__flat fee
One-Half Day Rate (Up To 4 Hours)	= \$ 65.00__flat fee
Hold rate	= \$ 150.00__flat fee
Evening Rate (M-Th after 5:00 PM)	= \$ 95.00__per hour
Weekend Rate (F after 5:00 PM, until M 8:00 AM)	= \$ 95.00__per hour
Certified Legal Video Specialist	= \$ 85.00__per hour

ELECTRONICALLY RECORDED TRANSCRIPT BY CSR:

Same Day	=\$ 1.25__per page
Next Day	=\$ 1.00__per page
3 - 5 working Days	=\$.75__per page
6 - 10 working Days	=\$.50__per page
11 - 15 working Days	=\$.25__per page

ADDITIONAL SERVICES:

Copy Rate for Additional Copies of Transcript	=\$ 2.00__per page
Copy of Exhibits	=\$.40__per page
Duplicate Tape of Tape Recorded Transcripts	=\$ 20.00__flat fee
Duplicate Tape of Video Taped Recorded Hearings	=\$ 25.00__flat fee

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User Instructions

PORTALE & ASSOCIATES Price List for **CATEGORY 4 - NON-CERTIFIED TRANSCRIPTION SERVICE** in the following:

DISTRICT: 3

TAPE RECORDED TRANSCRIPT

Same Day	= \$ 12.08	per page
Next Day	= \$ 9.66	per page
3 - 5 working Days	= \$ 7.73	per page
6 - 10 working Days	= \$ 6.19	per page
11 - 15 working Days	= \$ 4.95	per page

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User Instructions

VINE, MCKINNON & HALL Price List for **CATEGORY 2 - DEPOSITIONS (CSR)** in the following:

DISTRICT: 3

COST WITH DELIVERY OF FINAL TRANSCRIPT (Original + 1 copy, including the disk):

Same Day	= \$ 8.98__per page
Next Day	= \$ 7.38__per page
3 - 5 working Days	= \$ 5.98__per page
6 - 10 working Days	= \$ 4.18__per page
11 - 15 working Days	= \$ 3.98__per page

PLUS APPEARANCE FEES:

Full Day Rate (Over 4 hours)	= \$ 130.00__flat fee
Hold rate	= \$ 260.00__flat fee
One-Half Day Rate (Up To 4 Hours)	= \$ 85.00__flat fee
Hold rate	= \$ 150.00__flat fee
Evening Rate (M-Th after 5:00 PM)	= \$ 45.00__per hour
Weekend Rate (F after 5:00 PM, until M 8:00 AM)	= \$ 50.00__per hour
Certified Legal Video Specialist	= \$ 65.00__per hour

ELECTRONICALLY RECORDED TRANSCRIPT BY CSR:

Same Day	=\$ 15.00__per page
Next Day	=\$ 12.00__per page
3 - 5 working Days	=\$ 9.00__per page
6 - 10 working Days	=\$ 7.00__per page
11 - 15 working Days	=\$ 6.00__per page

ADDITIONAL SERVICES:

Copy Rate for Additional Copies of Transcript	=\$ 1.35__per page
Copy of Exhibits	=\$.45__per page
Duplicate Tape of Tape Recorded Transcripts	=\$ 30.00__flat fee
Duplicate Tape of Video Taped Recorded Hearings	=\$ 50.00__flat fee

Certified Shorthand Reporter & Other Associated Services
User Instructions

VINE, MCKINNON & HALL Price List for **CATEGORY 4 - NON-CERTIFIED TRANSCRIPTION SERVICE** in the following:

DISTRICT: 1, 2, 3, 4, 5, 6, & 10

TAPE RECORDED TRANSCRIPT

Same Day	= \$ 7.00 ____ per page
Next Day	= \$ 6.00 ____ per page
3 - 5 working Days	= \$ 5.00 ____ per page
6 - 10 working Days	= \$ 3.90 ____ per page
11 - 15 working Days	= \$ 3.75 ____ per page

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User's Instructions

Q. CONTRACTOR CONTACT INFORMATION

Contractor	Person	Address	Phone #	Fax #	Email address
Atkinson-Baker, Inc #5-07-99-01 FEIN #954189037	Robin Saporito	500 N Brand Blvd 3rd Floor Glendale, CA 91203	818.551.7300 ext. 3085	818.551.7330	rsaporito@depo.com
California Reporting LLC #5-07-99-02 SB#0012537 FEIN#68-0309707	Marika Edler	52 Longwood Drive, San Rafael, Ca 94901	415.457.4417	415.454.5626	californiareporting@sbcglobal.net
Capitol Reporters #5-07-99-03 SB#0037176 FEIN#68-0369519	Esther Schwartz	1300 Ethan Way, Ste 225, Sacramento, CA 95825	916.923.5447		estherschwartz@msn.com
Foothill Transcription Company #5-07-99-04 SB#0039010 FEIN#73-1657092	Craig Hutchison	3353 Bradshaw Rd., Ste 102, Sacramento, CA 95827	916.443.7400	916.363.7415	foothillsec@aol.com
Huntington Court Reporters & Transcription #5-07-99-05 SB#0027069 FEIN#95-4203096	Ann Smith	1450 W. Colorado Blvd., Suite 100, Pasadena, CA 91105	626.792.6777	626.792.8760	absmith@huntingtoncr.com
Kennedy Court Reporters, Inc. #5-07-99-06 SB#0023063 FEIN#95-3817218	Karen Napolitano	920 West 17th Street, 2 nd Floor Santa Ana, CA 92706	714.835.0366 ext. 201	714.835.0641	karen@kennedycourtreporters.com
Northern California Court Reporters \$5-07-99-07 SB#0009006 FEIN#68-0423245	Lauri Gallagher	3610 American River Dr. Ste.114, Sacramento, CA 95864	916.485.4949	916.485.1323	lauri@norcalreporters.com
Peters Shorthand Reporting #5-07-99-08 SB#0023794 FEIN#94-2313574	Ronald Peters	3336 Bradshaw Road, Ste. 240 Sacramento, CA 95827	916.362.2345	916.362.2393	ron@psr-depo.com
Portale & Associates #5-07-99-09 FEIN#68-0026323	Susan Portale	211 East Weber Avenue or 5555 Hildreth lane, Stockton, CA 95202	209.462.3377	209.462.1815	sportale1@aol.com
Vine McKinnon & Hall 5-07-99-10 SB#0019569 FEIN#68-0001187	Amanda Vine Hall	2959 Promenade St #200, West Sacramento, CA 95691	916.371.3376	916.371.3840	vmhcsr@sbcglobal.net

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User's Instructions

STANDARD AGREEMENT, STD. 213

See web site

<http://www.ols.dgs.ca.gov/Contracting+Info/formsandinstructions.htm>

When placing an order, agencies must send a copy of each Std. 213 to:

Department of General Services
Procurement Division, Key Data Entry
707 Third Street, 2nd Floor
West Sacramento, CA 95814

S. GENERAL TERMS AND CONDITIONS

Effective 3/23/06

Can be viewed at: <http://www.documents.dgs.ca.gov/ols/GTC-306.doc>

T. SPECIAL TERMS AND CONDITIONS

1. OWNERSHIP OF DATA: The State owns data filed with or collected by the Contractor in both hardcopy, electronic and Internet formats. Data, in all forms, is the property of the State of California and copyrights, trademarks, service-marks, or patents will not be filed that infringe on the exclusive ownership by the State.
2. EVALUATION OF THE CONTRACTOR: Performance of the Contractor under this agreement will be evaluated. The evaluation shall be prepared on the Contract/Contractor Evaluation Sheet, STD. 4 and maintained in the agreement file.
3. AGENCY LIABILITY: The Contractor warrants by execution of this agreement, that no person or selling agency has been employed or retained to solicit or secure this agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
4. POTENTIAL SUBCONTRACTORS: Nothing contained in this agreement or otherwise shall create any contractual relation between the State and any subcontractors, and no subcontractor shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
5. CONFIDENTIALITY OF DATA: All financial, statistical, personal, technical and

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other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this agreement, or which become available to the Contractor in carrying out this agreement, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this agreement, or is rightfully obtained from third parties.

6. RIGHTS IN DATA: All technical communications and records originated or prepared by the Contractor pursuant to this agreement including papers, reports, charts, computer programs and other documentation, but not including the Contractor's administrative communications and records relating to this agreement shall be delivered to and shall become the exclusive property of the State and may be copyrighted by the State.

The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this agreement by the Contractor or jointly by the Contractor and the State can be used by either party in any way it may deem appropriate.

All inventions, discoveries or improvements of the computer programs developed pursuant to this agreement shall be the property of the State. The State agrees to grant a nonexclusive royalty-free license for any such invention, discovery, or improvement to the Contractor or any other such person and further agrees that the Contractor or any other such person may sublicense additional persons on the same royalty-free basis.

This agreement shall not preclude the Contractor from developing materials outside this agreement, which are competitive, irrespective of their similarity to materials which might be delivered to the State pursuant to this agreement.

7. CONTRACTS FUNDED BY THE FEDERAL GOVERNMENT: It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.

This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the current and/or subsequent years covered by this agreement for the purposes of this program. In addition, this contract

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is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this contract in any manner.

It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

The department has the option to void the contract under the 30-day cancellation clause or amend the contract to reflect any reduction of funds.

The recipient shall comply with the single Audit Act and the reporting requirements set forth in OMB Circular A-133.

8. DISPUTES: Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time (ten days) by the Contractor and State employees normally responsible for the administration of this contract shall be brought to the attention of the Chief Executive Office (or designated representative) of each organization for joint resolution (Public Contract Code Section 22200 and California Code Regulations, Title 1, section 300 et seq.).

9. RIGHT TO TERMINATE: The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. The Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

10. FORCE MAJEURE: Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of god, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, government statutes or regulations superimposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if the services to be furnished by the subcontractor were not obtainable from other sources, without the fault or negligence of either the Contractor or subcontractor, in sufficient time to permit the Contractor to meet the required performance schedule, neither shall be liable for any excess cost for failure to perform.

11. INSURANCE REQUIREMENTS: Bidder shall provide proof of insurance to the ordering agency. Insurance companies must be acceptable to Department of General Services. If self-insured, review of financial information may be required.

a. The Contractor shall maintain professional liability covering any damages caused by an error, omission or any negligent acts. Limits of not less than \$1,000,000 shall be provided.

b. The Contractor shall maintain general liability with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.

Certified Shorthand Reporters User's Instructions

- This policy must include the State of California, its officers, agents, employees and servants as additional insured, but only insofar as the operations under the contract are concerned.
- c. Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. This new insurance must still meet the terms of the original contract.
- d. Insurance policies shall contain a provision that states the coverage will not be cancelled without 30 days prior written notice to the State.
- e. The Contractor is responsible for any deductible or self-insured retention contained within the insurance program.
- f. In the event the Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event, subject to the provisions of this Contract.
- g. Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by the State.
- h. The Contractor shall maintain Employee Dishonesty and when applicable, Inside/Outside Money and Securities coverage's for State-owned property in the care, custody and control of the Contractor. Coverage limits shall not be less than the amount scheduled in the contract. The policy shall include as loss payee the Department of General Services.

U. BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this agreement.
- B. Invoices shall include the agreement Number and shall not be more frequently than monthly in arrears.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this agreement does not appropriate sufficient funds for the program, this agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this agreement and the Contractor shall not be obligated to perform any provisions of this agreement.

Certified Shorthand Reporters User's Instructions

- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this agreement with no liability occurring to the State, or offer an agreement amendment to the Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

V. SPECIAL PROVISIONS

NEW LEGISLATION REQUIREMENTS

1. Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.
2. If your firm is a certified California small business, in accordance with Assembly Bill 669, your company must address specific aspects of the Legislation that requires certified small businesses to perform a commercially useful function as defined by Government Code Section 14837, 14838.6, 14839, 14842, 14842.5. Therefore, you must provide written documentation that:
 - a. Your company is responsible for the execution of a distinct element of the work of the contract.
 - b. You carry out its obligation by actually performing, managing, or supervising the work involved.
 - c. You perform work that is normal for your business services and functions.
 - d. You are not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.
 - e. A contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in the transaction, contract, or project through which funds are passed in order to obtain the appearance of small business or micro business participation. You must provide proof that this statement does not pertain to your company's potential involvement in this procurement.

W. AMERICANS WITH DISABILITIES

POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

In order to meet and carry out compliance with the nondiscrimination requirements of Title II of the Americans with Disabilities Act (ADA), it is the policy of the Procurement Division (within the State Department of General Services) to make every effort to ensure that its programs, activities, employment opportunities, and services are available to all persons, including persons with disabilities.

Therefore, for persons with a disability needing reasonable accommodation to participate in the Procurement process, or for persons having questions regarding reasonable accommodation for the Procurement process, please contact the

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User's Instructions

Procurement Division at (916) 375-4400 (main office); the Procurement Division TTY/TDD (telephone device for the deaf) and California Relay Service numbers are listed below.

IMPORTANT: TO ENSURE THAT WE CAN MEET YOUR ACCOMMODATION, IT IS BEST THAT WE RECEIVE YOUR REQUEST AT LEAST 10 WORKING DAYS BEFORE THE SCHEDULED EVENT (i.e., MEETING, CONFERENCE, WORKSHOP, etc.) OR DEADLINE DUE-DATE FOR PROCUREMENT DOCUMENTS.

The Procurement Division TTY telephone number is:

Sacramento Office: (916) 376-1891

The California Relay Service Telephone Numbers are:

Voice: 1-800-735-2922 or 1-888-877-5379

TTY: 1-800-735-2929 or 1-888-877-5378

Speech-to-Speech: 1-800-854-7784

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User's Instructions

MASTER SERVICE AGREEMENT
CONTRACT PERFORMANCE REPORT

GENERAL INFORMATION:

Date: _____ Order Number: _____

Dept. and Agency Name: _____

Contact Person: _____ Telephone # _____

Contractor Name: _____

Contact Person: _____ Telephone # _____

Description of Items/Services Ordered: _____

ISSUE:

Was it resolved to your satisfaction? Yes _____ No _____

Provide a brief explanation of what happened: _____

What actions have been taken? _____

What actions, if any, are you requesting to be taken? _____
